

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
		1		1			
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE 13-Jul-2000		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY INDIAN HEAD DIV., NAVSURFWARGEN 101 STRAUSS AVENUE  INDIAN HEAD, MD 20640-5035		CODE		7. ADMINISTERED BY (If other than item 6)		CODE	
				See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. N00174-00-R-0033	
				X		9B. DATED (SEE ITEM 11) 05-Jun-2000	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>2</u> copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A.THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B.THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C.THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D.OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Solicitation N00174-00-R-0033 is hereby amended as follows:							
1) The Organizational Conflict of Interest clause is incorporated into Section C of the solicitation. See Attachment #1 for the complete clause.							
2) Questions regarding the number of personnel and use of facilities in tasks outlined in the line items are addressed in Attachment #2.							
3) The closing date will remain unchanged. All offers are due NTL 1500 EST 17 July 2000 in building 1558.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		13-Jul-2000	

H-19 Organizational Conflict of Interest

(a) Purpose. The primary purpose of this clause is to aid in ensuring that: (1) the Contractor's objectivity and judgement are not biased because of its past, present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to work under this contract; (2) the Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans and actual or anticipated resources; and (3) by virtue of its access to proprietary information belonging to others, the Contractor does not obtain any unfair competitive advantage.

(b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as ("contractor")) in the activities covered by this clause as prime contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity.

(1) Maintenance of Objectivity. The Contractor shall be ineligible to participate in any capacity in contracts, subcontracts, or proposals, therefore (solicited or unsolicited) which stem directly from the Contractor's performance of work under this contract or are directly related to this contract; for example, contracts under the same Project, Program or SBIR and TRP Programs. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any services under this contract on any of its own products or services, or the products or services of another firm if the Contractor is, or has been substantially involved in their development or marketing.

(2) Access To and Use of Government Information. If the Contractor, in the performance of the contract, obtains access to information including but not limited to plans, policies, reports, studies, financial plans, data, or information that is source selection information (as defined in FAR 3.104-3) that is relevant to the contract but is not available to all competitors, and such information would assist that contractor in obtaining the contract, if it has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not: (a) use such information for any private purposes unless the information has been released or otherwise made available to the public; (b) compete for or accept work based on such information for a period of six months after the completion of this contract, or until such information is released or otherwise made available to the public, whichever occurs last; (c) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and (d) release such information unless such information has previously been released or otherwise made available to the public by the Government.

(3) Access To and Protection of Proprietary Information. The Contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business, or financial information, or information that is marked a source selection information (hereinafter referred to a "proprietary data") under this contract, it shall treat such information in accordance with any restrictions imposed on such information by the owner of the information or under FAR 31.104 or the Procurement Integrity Act (41 U.S.C. § 423).

The Contractor further agrees to enter into a written agreement for the protection of the proprietary data of others and to exercise diligent effort to protect such proprietary data from unauthorized use or disclosure. In addition, the Contractor shall obtain from each employee who has access to proprietary data under this contract, a written agreement which shall in substance provide that such employee shall not, during his/her employment by the Contractor or thereafter, disclose to others or use for their benefit, proprietary data received in connection with the work under this contract.

The contractor who obtains proprietary and source selection information by acquiring the services of marketing consultants (as defined by FAR 9.501) which, if used in connection with an acquisition, may give the contractor an unfair competitive advantage, shall treat the information as in paragraph (2) above. Contractors should make inquiries of marketing consultants to ensure that the marketing consultant has provided no unfair competitive advantage.

(c) Subcontracts. The Contractor shall include this clause, including this paragraph, in all consulting agreements and subcontracts of any tier unless directed otherwise by the Contracting Officer. The terms “contract”, “contractor”, and “contracting officer” will be appropriately modified to preserve the Government’s rights.

(d) Representations and Disclosures.

(1) The Contractor represents that it has disclosed to the Contracting Officer, prior to award, all facts relevant to the existence to potential existence of organizational conflict of interest as that term is used in FAR Subpart 9.5.

(2) The Contractor agrees that if after in discovers an organizational conflict of interest with respect to this contract, a prompt and full disclosure shall be made in writing tot the Contracting Officer which shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts.

(e) Remedies and Waiver.

(1) For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest (or the potential therefore) subsequent t contract award, the Contracting Officer may terminate this contract for convenience if such termination is deemed to be in the best interest of the Government.

(2) The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Contractor may at any time seek a waiver form the Contracting Officer by submitting a full written description of the requesting waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer will grant such a waiver in writing.

(f) Modifications. Prior to a contract modific ation, when the Statement of Work is changed to add new work or the period of performance is significantly increased, the Contracting Officer will request and the Contractor is required to submit either an organizational conflict of interest disclosure or an update of the previously submitted disclosure or representation.

Section I Contract Clauses

(a) FAR 52.252-02 CLAUSES INCORPRATED BY REFERENCE (JUN 88)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make full text available.

The following is a breakdown of the number of personnel required for each task and which facilities, by task, are owned by the government and which are to be leased by the contractor ..

Task #	# of Contractor Personnel	Facilities owned/ leased by
1	9	Contractor
2	5	Contractor
3	5	Contractor
4	2	Contractor
5	3	Government
6	3	Contractor
7	6	Government
8	3	Contractor